AGREEMENT BETWEEN

Mosaic

MOSAIC FERTILIZER, LLC
CONCENTRATES
NEW WALES & SOUTH PIERCE

AND

UFCW LOCAL 1625

UFCW Local 1625
a VOICE for working America

September 28, 2022
through
September 28, 2026

2023

January

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ARTICLE 1: SCOPE OF AGREEMENT

This Agreement made and entered by and between Mosaic Fertilizer, LLC, Concentrates Operations, Mulberry, Florida, and the successors and assigns of Mosaic Fertilizer, LLC, Concentrates Operations, hereinafter referred to as the Company, and the United Food and Commercial Workers Union Local 1625, hereinafter referred to as the Union.

This Agreement is entered into on September 28, 2022, in full force and effect until 7:00 AM, September 28, 2026.

This Agreement shall be self-renewing on September 28, 2026, and for yearly periods thereafter, unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the annual expiration date.

This Agreement relates only to Mosaic Fertilizer, LLC, New Wales Operations and South Pierce Operations, located in Polk County, Florida, but including any expansion of the current facilities contiguous with and adjoining the existing facilities even though the expansion extends into Hillsborough County. This Agreement does not apply to, or in any way affect, any other operations of the Company.

ARTICLE 2: RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all production and maintenance employees, but excluding office, laboratory, warehouse, professional and technical employees, engineers, contract maintenance employees, plant protection employees, and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

ARTICLE 3: NO DISCRIMINATION

Neither the Company nor the Union will discriminate against any employee covered by this Agreement

because of membership or non-membership in the Union. The use of any gender in the language of this Agreement shall include all genders.

NON-CONTRACT DISPUTES

Any employment- related dispute not subject to this collective bargaining agreement must be raised through and pursuant to the Company's Employment Dispute Resolution (EDR) Procedure. EDR is the exclusive process for resolving workplace disputes not subject to this collective bargaining agreement grievance process including but not limited to all claims of discrimination on the basis of race, creed, color, religion, age, sex, national origin, sexual orientation, disability, and veteran status, common law and statutory claims under the Americans with Disabilities Act, Title VII, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Florida Civil Rights Act, the Family Medical Leave Act and any other statutory state or federal anti-discrimination law. Contact location HR for non-contract disputes.

ARTICLE 4: UNION MEMBERSHIP

4.01 **Check-Off.** The Company shall for the duration of this Agreement, for any employee who submits an individually signed authorization card on forms provided by the Union, deduct weekly uniform Union membership dues and, when applicable, uniform initiation fees, and political contributions, and shall forward such dues to the certified Financial Secretary of the local Union or other properly designated official.

Such written authorization shall be irrevocable and will automatically renew itself for one-year periods unless the employee gives written notice of termination by certified mail, return receipt requested, to the Company and the Union within (10) days prior to any anniversary date of the authorization or any anniversary date of this Agreement between the Company and the Union authorizing such deductions.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified Financial Secretary or other properly designated official of the Union.

It is understood and agreed that the Company's obligation is limited to remitting to the Union the sum or sums from wages actually earned.

Any assigned authorization will be canceled automatically if such employee ceases to be employed in the bargaining unit.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 The management of the plant and the direction of the working forces including the planning, direction and control of plant operations, the scheduling of work and the assignment of employees to such work, including the right to assign employees to perform any work required, the retirement of employees, the control and regulation of all equipment and other property of the Company, the determination of ability, production standards, the quality and quantity of work to be produced, the determination of the products to be manufactured, the location or relocation of plants, the closing down of plants or any parts thereof, the work to be assigned to each plant, the determination of whether and to what extent the work required in its business shall be performed by employees covered by this Agreement, the methods, processes and means of manufacturing, the determination and establishment of any new or improved production methods or facilities, the establishment and enforcement of reasonable rules of conduct, and the right to maintain discipline and efficiency of all employees are all vested solely and exclusively

in the Company. It is further agreed that this enumeration of sole and exclusive management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated, and the Company retains the sole and exclusive right to manage the business as such right existed prior to the signing of an Agreement with the Union, except as they may be expressly abridged or modified by a specific provision of this Agreement.

5.02 The Company retains the right to hire, promote, demote, suspend, discharge or discipline for just cause, transfer, and the right to relieve employees from duty because of lack of work or other legitimate reasons, provided that in the exercise of these rights the Company will not violate any of the terms of this Agreement.

5.03 **Research and Experiment.** In view of the recognized necessity for research and experiment by the Company, the construction and operation of experimental or pilot units shall not be subject to the terms of this Agreement.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 **Payroll Week.** The employee's work week for the purposes of computing overtime and premium pay will be the period from 12:00 AM on Monday to 11:59 PM the following Sunday.

6.02 **Payroll Day.** The employee's workday for the purpose of computing overtime and premium pay shall consist of a twenty-four (24) hour period, commencing at 12:00 AM and ending the following 11:59 PM. All hours worked that cross a day divide will be assigned to the payroll day that the employee clocks in.

Nonshift employees are defined as employees who are regularly scheduled to work 8 hours per day and do not work rotating shifts on a regular basis. These employees will no longer have a

9:00 am break, but their workday will end 30 minutes earlier. (For example, 7:00 am to 3:00 pm instead of 7:00 am to 3:30 pm). Additionally, the nonshift employees will be paid for a thirty (30) minute lunch period, provided an entire shift (8 hours) is worked. The standard lunch period will be taken between 11:30 am and 1:30 pm at the discretion of the supervisor. In the event supervision determines there is a business need to work without a thirty (30) minute lunch period, employees will be paid an extra 30 minutes. The extra pay for working the lunch period will be used in the computation of overtime.

The Company specifically has the right to manage the schedule and the hours worked. A normal work week may consist of thirty-six (36), forty (40), or forty-eight (48) hours. The daily schedule may comprise eight (8), ten (10), or twelve (12) hour shifts. The Company will not change the employees normal shift for the sole purpose of avoiding overtime. This provision is intended to define normal hours of work and will not be construed as a guarantee of hours per day or week, nor as a guarantee of the days of work per week or month. Prior to making a change in shifts for a workgroup, the Company agrees to provide notification to the Union to discuss the proposed changes.

6.03 **No Guarantee.** No provision in this Agreement shall be construed as a guarantee of any minimum hours of work or as a limitation of the numbers of hours of work which the Company may require as conditions necessitate in the judgment of the management.

6.04 **Overtime Pay.** Overtime payments shall be made as follows:

(1) One and one-half times the regular straight time rate will be paid for hours worked in excess of a regular scheduled shift (8 or 12 hours) in a payroll day as defined in 6.02. No daily overtime will be paid if the excess hours result from a shift

change or special schedule requested by the employee(s) involved.

(2) All hours worked by an employee in excess of forty (40) at straight time during a work week shall be considered as overtime and paid for at one and one-half (1½) times his basic straight time hourly rate and paid using a weighted overtime average. The weighted overtime calculation does not apply to daily overtime.

(3) All hours worked by an employee on his seventh consecutive day in the payroll week shall be paid for at two (2) times his basic straight time hourly rate. In order to count as a day worked in the computation of consecutive days worked in the payroll week, an employee must work at least four (4) hours or satisfy the requirements detailed in other applicable provisions in this contract

(4) In order to count as a day worked in the computation of consecutive days worked in the work week, an employee must work at least four (4) hours or be paid four (4) hours pay.

Employees who lose scheduled work, with permission of the Company when they are on bonafide Union business, shall have such time count as if worked in the computation of overtime.

Payment of overtime shall be made as in (1) or as in (2) and (3), whichever gives the employee the greatest number of overtime hours. Overtime pay, premium pay, and/or penalty pay shall not be pyramided under any provision of this Agreement.

6.05 **Call-out Pay.** If an employee who has left the Company premises is called out to work outside his shift hours, he shall be paid one and one-half (1½) times his straight time hourly rate for all such time worked and shall be guaranteed a minimum of four (4) hours pay at time and one-half (unless overtime is applicable under other Sections of this Article). No employee shall be required to do routine work to complete the minimum as stated above. If a call-out begins on an employee's scheduled day off, then such a call-out shall count as a day worked in the computation of days actually worked in the payroll week. The above call-out provisions will not apply to an employee who is given a minimum of ten (10) hours notice prior to being called out to work. A call-out that begins in one payroll day and continues into another payroll day is considered one continuous call-out. Call-outs will end whenever the employee begins a regularly scheduled shift. If an employee has been released by his supervisor and has not left the Company premises is requested to perform emergency work, he shall be paid a minimum of two hours at his applicable hourly rate for all time from the end of his shift until he has completed the work to which he was assigned. If an employee is on Company premises prior to his regular scheduled shift and is asked to perform work, he will be paid for time worked with a minimum of two (2) hours at time and one-half provided the employee works his regularly scheduled shift. At the Company's discretion, employees may be called out to any location. The call-out procedure shall be exhausted at one location before a call-out is made to a qualified employee at any of the other locations.

6.06 **Reporting Pay.** If an employee reports on time for work after having been scheduled to, and has not been previously notified four (4) hours in advance of his reporting time not to report, he will be given four (4) hours work or if work is not available, he shall receive four (4) hours pay at the appropriate rate of the day canceled in lieu

thereof. However, this clause shall not apply in the event of a power failure, major equipment failure that results in shutdown of a department or the plant, fire, acts of God or other causes beyond the control of the Company. Such reporting pay as described above shall count as a day worked in the computation of consecutive days worked in the work week. An employee who has no telephone, or an incorrect telephone number on file with the Company, will be considered to have been given proper notice, under this provision, when the employee reports to work. The provisions of this section do not apply when individuals are being terminated.

6.07 **Shift Relief.** No employee assigned to a rotating shift or continuous operations shift shall leave at the end of his shift until his relief reports or unless he is released by his supervisor. The employee whose relief fails to report will have the first option to work the overtime. When an employee, whose relief fails to report, requests to be excused from working the overtime, his supervisor will make every reasonable effort to obtain a replacement. Employees shall make normal relief first, before assuming supervisory duties. If a replacement cannot be obtained, the employee will be expected to work the overtime if so assigned by the supervisor. An employee, whose relief is late reporting, may request the late employee be or not be turned back. The employee who is turned back shall forfeit any claim of reporting pay.

6.08 **Work Beyond 16 Hours.** It is the intent of the Company that no employee will work more than sixteen (16) hours within a twenty-four (24) hour period unless he has approval in advance from his supervisor who must request department superintendent approval. Any hours worked in excess of 16 hours in a workday will be paid at 2 times the basic straight time hourly rate.

ARTICLE 7: DISTRIBUTION OF OVERTIME WORK

7.01 **Management Responsibility.** It shall be the responsibility of management to determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work.

7.02 **Division of Overtime Work.** Overtime work will be distributed as equitably as is reasonably practical among employees in the department normally engaged in the work involved. It is understood that this Section does not assume that each employee sharing overtime with a particular group will at any given time have received the same number of overtime hours but merely expresses the fundamental policy of the Company to keep such overtime as nearly in balance from time to time as is practicable under the circumstances.

7.03 **Overtime Lists.** Lists showing how overtime has been allocated within the individual departments shall be maintained by the Company and revised weekly and will be accessible via a computer/posting. On the first Monday in January of each year, overtime lists will be revised to show zero (0) hours overtime and listed in order of seniority per department. When said lists are published, the Union may call to the attention of the Company any discrepancies noted therein.

7.04 **Maintenance of Balance of Overtime.** If a balance of the overtime hours among a group which normally shares overtime work is not properly maintained because of improper allocation, and a grievance is filed as a result if an employee is found not to have had his fair share of overtime, the off-balance overtime hours so identified will be assigned to the aggrieved employee with equivalent overtime hours worked by assigning equivalent hours of overtime work in his classification not normally done on overtime. If the off-balance is due to a blatant or habitual

problem the off-balance of overtime hours so identified will be paid at the appropriate rate.

7.05 Assignment of Overtime. If an employee requests to be excused from working scheduled overtime, and the request is granted by supervision, these steps will be followed:

1) Replace from the group that normally shares the overtime by lowest amount of overtime first.

2) After exhausting such group the employee may seek another qualified replacement.

7.05(a) When Scheduling Maintenance and Production employees for daily overtime, the following procedure will be utilized:

1) Those employees that signed up for overtime by the group that normally shares the overtime.

2) Utilize department call-out list in order of low overtime.

7.05(b) When scheduling E & I employees for daily overtime, the following procedure will be utilized:

. Get volunteers from the crew, then
. Get volunteers from the shop-wide overtime list, then
. Force from the area, then
. Force from the shop.

7.05(c) Shift Trading: In the interest of uniformity and to facilitate the occasional needs of hourly employees, ensure that all areas' shift trading policies conform to the following:

a. Employees must be within the same classification.

b. The request must be made in writing 48 hours in advance of the trade.

c. Employees will be permitted to swap shifts up to five (5) times a year.

d. Trades of less than a full shift will not be permitted.

e. All trades must be completed within the same pay week.

f. No overtime and/or additional cost should occur as a result of the trade.

If all of the above conditions are met and the form has been fully completed by the employee requesting the trade, the supervisor will approve the request.

7.06 **Advance Notice of Overtime:** In the case of employees who are normally scheduled to work Monday through Friday, the Company will give as much advance notice as is reasonably practical, of any scheduled overtime to be worked by such employees on the weekend. This does not apply to emergency overtime work.

7.07 **Overtime Availability Guidelines.**

- An overtime/call-out availability sign-up list is available for employees to indicate their availability to be scheduled on their off days and for callout purposes. This overtime availability sign-up list is used for preparing the following week's schedule and for the following week's call-out.

- To distribute the overtime among employees in each group, the Company will use an electronic system to compile a list of all employees sharing overtime. Employees will use an electronic system to sign up for overtime availability by Monday 1:00pm for the following week. The overtime work schedule will be available by Wednesday 3:00pm for the following work week.

- An overtime hours list will be available on Monday afternoon. The overtime list received during the work week will be posted the following day, Tuesday. The most recent overtime list will be utilized for scheduling and call-outs once the overtime/call-out availability list is exhausted.

- If an employee is called and they do not respond or refuse twice in 3 months, the employee will be removed from the call out overtime availability list for 3 months.

7.08 **Job Continuation:** Normally scheduled and hold-over overtime within an area will be assigned to that area. In the event employees are needed for completion of the work, the employee(s) performing the work no less than one (1) hour prior to the end of their shift will be required to stay beyond their scheduled shift if the estimation of job completion is no more than 3 hours.

ARTICLE 8: SENIORITY

8.01 **Definition.** Seniority is defined as the period of continuous service with the Company since the last date of hire.

8.02 **Probationary Employee.** A newly hired employee or a former employee who is rehired shall be a probationary employee for the first 150 calendar days of his employment, which can be extended an additional 90 calendar days with the mutual agreement of Company and Union and he will accrue no seniority during this period. The Company shall have the right to discharge a probationary employee during the probationary period, and such employee shall not have recourse to the grievance or arbitration procedure. Upon completion of the probationary period, an employee's seniority for all purposes shall date back to the date of his last employment.

8.03 **Promotion.** New jobs, changed jobs, and the original vacancy in existing jobs will be posted at all locations for a period of fourteen (14) days. An employee may electronically bid for such jobs and the successful bidder has to accept the opening. In the event a digital option is not available, the Company will post a dated notice and Human

Resources will provide paper copies of the bid sheets. Bid sheets will only be accepted in the event a digital option is not available.

Subsequent vacancies created by the filling of the above jobs will be filled from previously submitted pre-bid applications by the employees which will be filed in writing with the Human Resources Department on appropriate forms available in that Department. In the event an electronic option becomes available for pre-bid, the Company will transition to this option after giving appropriate notice and instruction to the Union. In filing such requests, an employee may specify up to six (6) separate jobs, in order of preference, to which he desires to be transferred. New pre-bids may be submitted every three (3) months or after accepting a job. Individual bids may be deleted at any time. Requests may be changed prior to this three (3) month period in the event the Company adds new jobs or makes substantial changes to existing jobs. Pre-bids on file for an employee promoted under this procedure will be automatically canceled at the time of selection. An employee will be allowed only one move in each series of vacancies. If an employee who is offered a job either as a result of the pre-bid or new job posting procedure, declines to accept such job, the bid for that job will be canceled, and then he will be prevented from bidding on another job for a period of thirty (30) calendar days. The Company will post notices weekly with a copy to the Union notifying all employees the results of vacancies filled during the preceding week. When any such job becomes vacant the Company will give consideration to each application on file. The Company in selecting employees for promotion will consider the applicants' qualifications to do the job and their seniority date. If two or more employees apply for a job and they are determined by the Company to have relatively equal qualifications to perform the job, then the applicant with the greatest seniority will be awarded the job. If no one applies who has the qualifications to perform

the job, the Company shall have the right to fill the job from whatever source it chooses. In determining an employee's qualifications to perform a job, the Company will consider his education, aptitude, skill, experience, proficiency, physical fitness and any other applicable qualifications that might have a bearing on the job to be filled. The Company shall have the right to use whatever tests it considers helpful, whether written or practical, to aid in determining the qualifications of an employee. An employee meeting minimum test qualifications established by the Company shall be considered qualified provided he meets all other qualifications. Whenever tests are used in determining qualifications the Company will disclose to the Union, if the Union so requests, what tests were utilized in given case. Positions that require a line of progression qualification process, employees will receive pay based upon qualifications in that line of progression, up to the accepted bid, four weeks beyond the established timeline. The transfer will be effective within ninety (90) days after the accepting the bid. Provided the employee does not meet the expectations of the established training timeline, the Company will meet with the Employee and the Union to discuss the deficiencies. If it is not reasonable to correct the deficiencies, then they will be rolled back to their previously held position.

As an exception to the above, the Company agrees to award bids to the following job classifications solely on the basis of seniority: Laborer, Operator Trainee, Trucker, Carloader, Payloader Operator Material Handling, and Dry Products Equipment Operator. For these positions, awarded employees will receive rate of pay within forty-five (45) days from accepting bid.

An employee who is off the job not exceeding thirty (30) days due to sickness, occupational accident, vacation or leave of absence may bid on any job digitally posted at his location and

which has been filled by a junior employee during the preceding thirty (30) day period, provided the returning employee was off the job at that location during the entire period of fourteen (14) days in which the vacancy was so posted. Such an employee will be allowed five (5) days from the date of his return to work in which to bid for one posted vacancy of his choice. The junior employee displaced as the result of the foregoing will return to the last permanent job held.

For the purpose of this Section, promotions will be considered to be a permanent transfer to a higher classification or a different job in a lateral classification. The successful applicant, whether by pre-bid or posted bid for a job in a lateral classification, will not be eligible for another lateral bid for three (3) months. If a successful applicant for a job is disqualified by the Company within sixty (60) calendar days after being placed on the job, he will be returned to the job from which he was transferred, if such is still in existence. If such employee is disqualified by the Company after the aforementioned period, he may exercise his seniority by rolling to a job classification in which he has previously held for pay on a permanent basis.

8.04 **Lay-Off and Rolling Procedure.** When it is necessary to reduce forces at one of the locations for a period in excess of twenty-one (21) calendar days, employees in the job classifications affected having the least seniority shall be designated for lay-off provided the remaining employees possess the necessary skills, qualifications and ability to perform the available work at *any location in an efficient manner. Affected employees who are removed from their job classifications can exercise their seniority by rolling into a job classification only at their location in which they possess the necessary skills, qualifications, and ability to perform the available work by displacing the most junior permanent employee then working in the job. Employees from one location will be permitted to roll

employees from the other locations, provided the employee possesses the qualifications and sufficient seniority to entitle him to retain a job.

*Any location is defined as either New Wales or the South Pierce locations represented by this agreement.

For the purposes of this section, employees will be considered qualified for, and may roll only to, those jobs which they have previously held for pay on a permanent basis. The only exception to the above is as follows:

The Company will allow a displaced employee to utilize his seniority to displace the least senior employee in any one of the following job classifications; carloader/unloader, operator trainee, dry products operator, workflow trainee and laborer without having held the job previously for pay on a permanent basis. Employees who are qualified anywhere in the plant on a Bobcat or Payloader will be able to roll the most junior operator in any area.

8.05 **Recalls.** Recalls to work from lay-off other than temporary lay-off shall be in inverse order of seniority, that is, the laid-off employee with the most seniority will be recalled first, provided that such employee possesses the necessary skills, qualifications and ability to perform the work available. The parties agree that in exercising length of service for an available job on recall, the employee shall not have the right to promotion as a result of this recall, such rights being limited to the provisions of Section 8.03 of this Article. Any employee who refuses a recall will be terminated in accordance with Section 8.09(7). The Company shall notify in writing those employees who are to return to work by mailing such notice by certified mail, return receipt requested, to the last address furnished the Company by the employee. Any employee thus notified must, within three (3) days after the receipt of such notification, advise the Company whether he

intends to return to work and must report for work within fourteen (14) days after such receipt. In the event the notice is undelivered, the employee shall lose his seniority rights if he fails to report for work within seven (7) calendar days after return of the undelivered notice or present a justifiable excuse for not reporting.

8.06 **Temporary Lay-Off.** Layoffs or recalls after layoffs which do not exceed twenty-one (21) calendar days in duration shall be considered temporary, and the provisions of the Agreement governing lay-off and recall after lay-off shall not be applicable, and the Company will not be required to apply either of such provisions.

8.07 **Temporary Transfer.** Temporary transfer of employees for the purpose of training, expediting production, or for maintenance in a production unit, shall not be subject to job transfer application and shall continue for the duration of the specific existing temporary condition, but not to exceed thirty (30) consecutive working days unless mutually agreed by Company and Union.

Temporary transfers in order to fill vacancies caused by absenteeism, illness, injury, vacation or leaves of absence shall not be subject to job transfer application and shall be limited to the specific temporary conditions.

If the vacancy becomes permanent, it will be subject to job transfer application as provided for in Section 8.03 of this Article.

An employee may not be temporarily promoted to a position out of the bargaining unit for a period of time exceeding sixty (60) consecutive calendar days unless he is returned to the bargaining unit for a minimum period of seven (7) calendar days. This does not apply to those temporary promotions due to vacancies caused by vacations and illness.

8.08 **Transfer out of the Bargaining Unit.** Promotions to positions outside of the bargaining unit are not subject to the provisions of this Agreement, but should any employee who has been so promoted be transferred back to a job within the bargaining unit within one (1) year, he will be credited with his former seniority, and in addition shall accumulate seniority while in the transferred position outside the bargaining unit. An employee so transferred back into the bargaining unit within the one (1) year period will be returned to the job he held prior to his transfer out, providing he still has the qualifications. In the event he does not possess the qualifications he may displace the least senior employee in the Labor Pool. Any employee transferred to a position outside the bargaining unit for a period exceeding one (1) year will not retain or accrue any seniority in the bargaining unit.

8.09 **Termination of Seniority.** Seniority and the employment relationship shall terminate when an employee:

(1) Quits.

(2) Is discharged for just cause.

(3) Is terminated by reason of plant shutdown.

(4) Is retired.

(5) Is absent for three (3) successive working days without notifying a member of supervision within his department or area, unless he presents evidence to the satisfaction of the Company that it was impossible for him to give such notification. Incarceration, although an unexcused absence, will be deemed as an acceptable reason for non-notification of an absence(s).

(6) Fails to report at the end of a leave of absence including Union service and Military service.

(7) Fails to accept a permanent (22 days or more) recall while on lay-off in accordance with Section 8.05 of this Article.

(8) Is laid off for a continuous period of two (2) years.

(9) Accepts other employment while on an approved leave of absence.

(10) Fails to return to work due to a continuing disability or sickness after employee's approved leave of absence has expired, except that an extension of time may be granted by the Company to individuals at the Company's discretion.

8.10 **Seniority – Military Service.** Seniority for employees who are in the Armed Forces will be governed by applicable Federal law, including the Uniformed Services Employment and Reemployment Act (USERRA); however whenever benefits to the employee are greater under the Mosaic Military Leave Policy than the federal law, the policy provisions will prevail.

8.11 **Seniority Lists.** A seniority list will be prepared by the Company at least once every three (3) months. A copy will be provided to the Union.

The Company shall publish a seniority list of all employees covered by this Agreement within thirty (30) days after the signing of the Agreement with a copy to the Union.

The relative seniority of employees hired on the same date shall be by the alphabetical order of their surname.

The Company will provide a list of all bargaining unit employees, dates of hire, job classifications, addresses, contact information and status upon request from union official.

ARTICLE 9: HOLIDAYS

9.01 **Designated Holidays.** The following holidays will be observed:
New Year's Day
Presidents Day

Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve

(a) For the purpose of this section only, a shift worker is defined as an employee whose normal schedule includes Saturday and/or Sunday.

(b) For all shift workers, the above named holidays shall be observed on the holiday.

(c) For all day workers (normally off Saturday and Sunday), holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. Consecutive holidays falling on Friday and Saturday will be observed on Thursday and Friday. Consecutive holidays falling on Sunday and Monday will be observed on Monday and Tuesday.

9.02 **Holiday Pay Requirements.** The above named holidays shall be paid as hereinafter provided, if the following requirements are met:

(1) The employee must be in active employment when the holiday occurs, that is to say he is either:
   (a) currently working, or,
   (b) not on an approved leave

(2) The employee worked the last shift scheduled for him by the Company prior to the holiday and the first shift scheduled for him by the Company after the holiday.

(3) Employees that work on a holiday (scheduled or unscheduled day), are paid 8 or 12 hours based upon their regular schedule at their straight time rate plus one and one-half times their basic hourly rate plus applicable premiums for all hours worked. Hours worked over their regular schedule on a holiday will be paid at 2.5 times the basic straight time rate.

(4) Employees that are not scheduled to work and do not work are paid 8 hours of holiday pay at their basic hourly rate.

(5) Employees scheduled to work and do not work with the approval of their supervisor will be paid 8 or 12 hours based upon their regular schedule at their basic hourly rate plus applicable premiums.

(6) For purposes of determining the day of the holiday, the holiday will begin the twenty-four (24) hour period on the payroll day in which the holiday is observed by the company.

9.03 **Holidays as Time Worked.** If a holiday occurs on an employee's normally scheduled day of work, it will count in the computation of weekly overtime or in the computation of seventh-day actually worked, if the employee works, or if he/she is given the day off. When a holiday occurs on an employee's scheduled day of rest, it will count in the computation of the seventh day actually worked only if the employee works on the holiday.

9.04 **Reduced Manning on a Holiday.** If less than a full crew is needed to work on a holiday and a scheduled employee requests to be excused, and a qualified replacement from his shift volunteers to work, with no increased cost to the Company, the supervisor may excuse him. When less than

a full crew is needed, seniority will determine the option to be scheduled or not.

9.05 **Scheduling/Call-out on a Holiday.** In the event the Company chooses to cover a vacancy on a holiday, the employee who signs available with the most overtime hours worked will be provided the opportunity to work such holiday. This is only for the holiday, not the entire week. In the event of either no employees signing up for the holiday overtime or not enough employees signing up for the holiday overtime, the employee with the lowest overtime will be forced to work.

ARTICLE 10: VACATIONS

10.01 **Vacation Allowance.** The vacation year will be the calendar year. Any employee who during the calendar year has had continuous service with the Company specified in the table below shall be entitled to a corresponding vacation with pay in that calendar year, provided he meets the eligibility requirements as hereinafter stated:

Years of Service	Vacation Non-shift	Vacation Shift
1 year	40 hours	48 hours
2 years	80 hours	84 hours
5 years	120 hours	126 hours
10 years	160 hours	168 hours
20 years	200 hours	210 hours

10.02 **Vacation Pay.** Nonshift employees eligible for vacations as provided in this Article shall receive for each week of vacation forty (40) hours pay at the straight time hourly rate the employee is being paid at the time he takes his vacation. Shift employees will be paid thirty-six (36) or forty-eight (48) hours at their straight time hourly rate for each week of vacation based upon their regular schedule.

Employees may sell vacation in week increments based upon the following schedule:

Years of Service & Vacation Available	Vacation Sell – Non-shift 40 hours = one week	Vacation Sell – Shift 36 or 48 hours = one week
5 years or more (3 weeks)	One week	One week
10 years or more (4 weeks)	Two weeks	Two weeks
20 years or more (5 weeks)	Three weeks	Three weeks

All unused vacation will be paid out at the end of the calendar year.

10.03 Vacation Eligibility. An employee will be eligible for earned vacation at the completion of his first anniversary year, provided that he worked a total of 1100 hours in that anniversary year. To be eligible for a vacation thereafter, the employee must have worked a minimum of 1100 hours in the preceding calendar year except where provided in Section 10.08. The additional hours of vacation will become due to the employee after completion of his two (2) year, five (5) year, ten (10) year, and twenty (20) year anniversary dates provided he worked the qualifying hours as stated above.

10.04 Vacation Scheduling. All employees who are eligible for vacation will, prior to April 1 of each year, indicate on forms furnished by the Company when he desires to take his vacation. Where conflicting dates occur or where too many requests are made in a certain period, senior employees shall have preference as to vacation dates. However, no employees with less seniority shall be supplanted by a senior employee unless the request is made prior to April 1. After this date an employee desiring to change the date of his vacation must take an open date or one that will not interfere with the request of another employee unless such change is agreeable with the affected employee and the Company.

While the Company will attempt to schedule vacations at the times most desired by the

employees, the final right of allotment or change of vacation periods is reserved to the Company. Except by mutual agreement, an employee will not be denied vacation due solely to the vacation schedule of management. The Company agrees not to schedule employees to work on their regular day(s) off that occur during a single payroll week.

10.05 Vacation During a Shutdown. In the event a shutdown is contemplated in any department or section thereof covered by this Agreement during the calendar year, employees working in the department or section affected may, at the option of the Company, be required to take their vacation concurrently with such shutdown period. In such case, the Company shall give a minimum of sixty (60) days' notice to the employees concerned.

10.06 Vacation Accumulation. Vacations will be granted only during the year for which they accrue and may not be accumulated from year to year unless special circumstances exist and with prior approval.

10.07 Vacation Vesting. Employees who have qualified for vacations as above provided by having worked the allotted minimum and having requisite seniority shall receive the current year's vacation pay. In the event an employee, having thus qualified dies, the accrued vacation pay will be paid to his estate. If the employee has worked 1100 hours during the year of his lay-off, approved leave, death, or retirement, he will also receive the following year's vacation allowance. If he has worked less than 1100 hours, but at least 700 hours during the year of his lay-off, approved leave, death or retirement, he will receive a pro-rated share of the following year's vacation allowance. Starting at 700 hours, he will receive one day of vacation for each week of eligibility. Each additional 100 hours will equal one additional day of vacation for each week of eligibility. Paid vacation will not be credited as

hours worked for the purpose of computing overtime pay.

10.08 One Day / Half Day / Four Hour Vacations.
All employees shall be allowed to take vacation in increments of one day at a time provided that the employee has made his request known to management by 3:00 pm Monday of each week for vacations occurring the following work week and obtains management's approval.

Non-Shift employees are provided the opportunity to take approved vacation in increments of half day (4 hours) up to four times a year (16 hours).

Shift employees are provided the opportunity to take approved vacation in increments of four (4) hours up to three times a year (12 hours). The four (4) hour period must be either the start or end of a day shift or the beginning of night shift. Coverage will be provided by the appropriate shift relief working or coming to work and their work schedule will be modified in advance.

Vacation will be paid at their straight time hourly rate for each day of vacation based upon their work schedule. For emergencies, one day vacations may be granted at the superintendent/area manager discretion and will not be unreasonably denied provided request can be reasonably accommodated. No more than six (6) emergency vacation days will be granted on an annual basis.

No advance payment for individual vacation days will be granted and payment will be made on the employee's next regular check.
Allocations for daily vacations will be governed by Article 10.04.

Single days of vacation will not count as a day worked in the computation of overtime within the work week.

ARTICLE 11: WAGES

11.01 Wage Scale. The wage scale for the job classification is set forth in Exhibit "A" by years, and each year's rates will be effective commencing at the start of the first shift on the date indicated in Exhibit "A".

11.02 Change in Wage Rates. In the interest of improved production, the development of new or changed manufacturing processes, technological improvements, the use of new materials, training programs for employees, changes in the character of jobs, and/or improved efficiency, the Company shall have the right to combine job classifications, change job classifications and/or to establish new job classifications. Under any of the above circumstances the Company shall develop appropriate wage rates for the combined, changed or new job classifications in relations to jobs, job classifications and wage rates then in effect hereunder and will put such rates into effect.

In the event the Union disagrees with the rate or rates so established, such matter may be submitted to the grievance procedure after such rates have been in effect for not less than thirty (30) working days, after which a grievance may be filed within ten (10) days.

11.03 Shift Differential.

(1) A shift differential of twenty (20) cents will be paid to an 8 hour employee that works between 3:00pm and 11:00pm in a payroll day.

(2) A shift differential of forty (40) cents will be paid to an 8 hour employee that works between 11:00pm and 7:00am in a payroll day.

(3) A shift differential of forty (40) cents per hour will be paid to a 12 hour employee that works between 7:00pm and 7:00am.

(4) The foregoing shift differential shall apply only to time actually worked.

11.04 Wages after Transfer. Any employee temporarily transferred for the convenience of the Company to a lower rated job shall receive no decrease in wages. Any employee temporarily transferred to a higher rated job for a period of one (1) hour or more shall receive the higher rate of pay for all time worked in higher rated job, except any employee transferred to a higher rated job for training purposes shall receive the regular rate of pay of his permanent job classification until such time as he is qualified to perform the duties of the position without the aid of a qualified employee. If an employee is temporarily transferred to a higher rated job for a full shift, he will receive the higher rate of pay for any overtime worked.

11.05 Supervisory Set Up Rate. Any employee who relieves a supervisor shall be paid fifteen (15) percent above the highest classification in Exhibit "A" that he supervises or fifteen (15) percent above his regular rate of pay, whichever is higher, during such supervision.

Employees who work as temporary supervisors for eight (8) hours or more will only be eligible for overtime in the supervisory position that day. Employees who work as temporary supervisor for an entire week will be eligible for overtime beginning at the scheduled start time on their regular days off. Such assignments will not exceed 1040 work hours per year per individual.

ARTICLE 12: GRIEVANCES

12.01 Grievances. The location or relocation of plants and the work to be assigned to each plant, the determination of the size of the workforce, the assignment of employees to do the available work, and the determination of what work shall be

contracted out shall not be subject to the grievance procedure and shall not be arbitrable under the provisions of this Agreement.

12.02 **Grievance Procedure.** Grievances to be processed hereunder shall be confined to the interpretation or application of a specific provision or provisions of this Agreement and when filed in writing must state specifically the contract provision or provisions alleged to have been violated, what Company action or failure to act caused the violation, and the redress requested.

NOTE: For the purpose of this article, time limits as specified herein are exclusive of Saturday, Sunday or holidays.

Information requests: The Company will make every reasonable effort to provide requested, relevant information regarding grievances to the Union within seventy-two (72) hours. In circumstances where the Company is unable to provide information within seventy-two (72) hours, the Union will be provided with an estimate of the time of provision.

The parties agree that grievances arising out of the interpretation or application of the terms of this agreement (with the exception of termination and policy grievances which will be expedited to Step 3) shall be processed promptly in accordance with the following procedure.

Grievances meeting the above requirements shall be processed in the following manner:

Step 1. The matter will first be discussed by the aggrieved employee(s) and his immediate supervisor within ten (10) days of the occurrence. The employee(s) may have his steward present at this discussion. The steward must notify and obtain the permission of his supervisor to leave his job whenever an employee(s) requests his presence at

this discussion and upon returning to work he shall report to his supervisor. If a grievance arises affecting an employee who is absent due to his being on vacation, or due to an illness not exceeding thirty (30) days, and the time limits in this step have expired, such employee(s) may file a timely grievance within five (5) days upon his return. If a mutually satisfactory settlement is not reached by the end of the second day after first being presented to the employee's immediate supervisor --

Step 2. The employee and a member of the Grievance Committee shall, within fifteen (15) days of the occurrence of the matter in dispute, or within 15 days after the Union has had a reasonable opportunity to become aware of the occurrence, whichever is later, shall file a written grievance, in single copy, with the appropriate Management representative as designated by the Company. In the latter case (Union awareness), a written grievance must be filed within 30 days of the occurrence.

The appropriate Management representative will, within fifteen (15) days after receiving the grievance, reply with his written disposition, providing one copy each to the employee(s) and a member of the Grievance Committee. Both the employee(s) and Grievance Committeemen will sign an acknowledgement of the disposition. If the appropriate Management representative's disposition is not acceptable, then - -

Step 3. If the grievance shall not have been adjusted under Step 2, then within ten (10) days from the date of the Management representative's written

decision or a date when the decision should have been submitted by the Management representative, the grievance shall be presented in writing to the Manager Human Resources or designee. The Manager Human Resources or his designated representative and the employee's Union Business Representative or his designee shall meet within ten (10) days in an attempt to resolve the grievance. The Manager Human Resources or his designated representative shall provide the employee and the Union Business Representative or his designee with a written reply within ten (10) days after the parties have met. If the Manager Human Resources or his designated representative fails to give a written reply within the time limit provided, the grievance may be appealed to the next Step of the grievance procedure.

Step 4. If the grievance shall not have been adjusted under Step 3, then within ten (10) days from the date of the Manager Human Resources' written decision or a date when the decision should have been submitted by the Manager Human Resources, the grievance shall be presented in writing to the Vice President Human Resources. The Vice President Human Resources or his designated representative and employee's Union Business Representative or his designee shall meet within (10) days in an attempt to resolve the grievance. The Vice President Human Resources or his designated representative shall provide the employee and the Union Business Representative with a written reply within ten (10) days after the parties have met.

If both parties are in agreement the grievance may be moved to mediation

through the Federal Mediation and Conciliation Service. Both Parties reserve the right to waive the mediation process and move to arbitration.

If after the grievance has been processed in accordance with this procedure and if the grievance is otherwise arbitrable under the terms of this Agreement, the Union may, within twenty-five (25) days after the matter has been discussed by the Company and the Union at the Fourth Step grievance meeting, request in writing that such grievance be submitted to arbitration in accordance with Article 13 hereof.

12.03 No Change in Grievance Content. There shall be no changes made in the content of the grievances originally filed in Step 2 during subsequent steps of the grievance procedure. The above provision does not mean that new or additional evidence may not be submitted at any time or that obvious typographical or grammatical errors in the grievance itself may not be corrected.

12.04 Grievance Time Limits. If the grievance is not presented to the Company in a timely manner as outlined in Section 12.02, then it shall not be recognized in the grievance procedure and shall not be subject to arbitration. Grievances originally presented within the time limits specified herein which are not processed in the timely manner through the various steps of the grievance procedure as set forth in this Article shall be considered settled on the basis of the decision which was not appealed and shall be final and binding upon the Union and the employee(s) involved. Grievances presented in any of the regular steps as set forth in this Agreement and not answered by the Company within the time specified shall be considered an appeal to the next step of the grievance procedure. However, when the next step is arbitration, a decision to

arbitrate or not to arbitrate shall be made by the Union as provided in this Agreement.

12.05 Grievance – Miscellaneous. The Company agrees that an accredited Representative of the International Union may have access to the plant, upon receiving prior approval from the Manager Human Resources, for the purpose of participating in Third Step or Fourth Step grievance meetings. Shop stewards shall not leave their work assignments to handle grievances without the permission of their supervisor. Upon return to his department, the steward will report back to his supervisor.

ARTICLE 13: ARBITRATION

13.01 Arbitrable Issues. The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement. The grievance shall be arbitrable only if it does not concern functions excluded from arbitration under Section 12.01 of Article 12, Grievance, and only if it was properly and timely processed through the grievance procedure and meets the requirements of Section 12.03 of Article 12 as to form and content.

The Union, in electing to seek arbitration of arbitrable issues, shall notify the Company within twenty-five (25) calendar days from the date of Management's final answer at any step of the grievance procedure.

13.02 Arbitrator Selection. Within ten (10) working days after arbitration has been requested in writing, the Company will send a letter to the Federal Mediation and Conciliation Service (FMCS), with a copy to the Union, requesting a panel of seven (7) arbitrators from the Southeastern United States, who are qualified members of the National Academy of Arbitrators. The parties will alternatively strike names from the panel list until one name remains on the list.

The arbitrator whose name remains on the list will be the neutral arbitrator selected by the parties to hear the arbitration. The parties will complete the process of selecting the arbitrator within fifteen (15) working days from the date both parties receive the list from FMCS. The duty to strike first will alternate between the parties from arbitration to arbitration. Either party has a right to request a second list of arbitrators from the FMCS at its own expense.

13.03 **Arbitration Expenses and Fees.** The expenses and fees of the impartial arbitrator shall be borne equally by the Union and Company. At the arbitration hearing both the Union and the Company shall have the right to call any witnesses whose testimony may be pertinent to the issue of the case, and each party shall bear the expense of its own witnesses.

If the Union unilaterally withdraws a grievance after the arbitration date has been selected, the Union will bear the responsibility of any fees assessed by the arbitrator. If the Company and Union jointly settles the grievance after the arbitration date has been selected, both parties will equally share any fees assessed by the arbitrator. If the Company grants the grievance after the arbitration date is selected, the Company will bear the responsibility of any fees assessed by the arbitrator.

13.04 **Jurisdiction of Arbitrator.** Past practices which may have existed from time to time under previous agreements shall not be used as a basis for interpretation of this contract. Practices existing under this present Agreement may be considered only where the language of the contract is so ambiguous that the intention of the parties as to its meaning and application can be ascertained in no other manner. The power of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have authority to add to or

subtract from or modify any of the said terms, or to limit or impair any right that Article 5, Management, reserves to Management. The arbitrator's award shall be in accordance with the laws of the United States, the State of Florida, and shall be final and binding on matters properly before him.

13.05 Arbitration of Single Grievances. An arbitrator selected by the parties shall not hear or decide more than one grievance without the mutual consent of the Company and the Union unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and were timely appealed to arbitration at the time of the selection of the arbitrator by the parties.

ARTICLE 14: STRIKES, WORK STOPPAGES, LOCKOUTS

For the duration of the Agreement the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of work. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for disciplinary action including suspension or discharge, as the Company shall in its sole discretion deem appropriate. The Company agrees that there shall be no lockout during the life of this Agreement. The temporary or permanent shutdown of part or all of the plant for economic reasons or for any other cause beyond the control of the Company shall not be considered a lockout.

In the event of the violation of any of the provisions of the first paragraph above, the Union agrees to give its active and complete cooperation to persuade its members to cease such activity immediately, and within twenty-four (24) hours, upon notice to an authorized officer or representative of the Union that a strike is in progress, the Union will immediately publicly disavow responsibility for the strike or stoppage and will give written notice to

employees engaged in such activity ordering an immediate resumption of work and shall, at the same time state in writing to the Company whether such activity and conduct upon the part of its members were authorized, ratified or condoned by the Union.

The Company agrees that it will not bring any legal action for damages against the Union for a wildcat strike which has not been authorized, ratified, or condoned by the Union, provided the Union fulfills its commitments to the Company under the foregoing provisions.

ARTICLE 15: SAFETY AND HEALTH

15.01 Company Responsibility. The Company agrees to make reasonable provisions for the safety and health of its employees during hours of employment.

The Company agrees to notify the Union representative in Safety and/or the President of the Union, as is reasonably practical, upon serious injury or major accident.

15.02 Employee Responsibility. The Union agrees that careful observance of safe working practices and Company safety rules is a primary duty of all employees. The Company agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among such employees said rules shall be enforced without discrimination. Violation of Company safety rules subjects the offending employee to disciplinary action, including termination. Supervisors will welcome suggestions from their employees which offer practical ways of improving safety conditions.

15.03 Safety Committee. Recognizing the importance of an active program to promote safety, health and sanitation in working conditions and practices, the Company and the Union each shall designate five (5) representatives of an eleven (11) man Plant Safety Committee, the Manager

of Safety and Security acting as Chairman. The Plant Safety Committee shall serve in an advisory capacity through the Manager of Safety and Security to the General Manager. The Union representatives will each serve for a period of time determined by the Union. This committee will meet on a monthly basis. One Union person selected by the Union will attend the Plant Safety Committee meetings at all three locations.

With regard to this section, the Plant Safety Committee as described above will not be active during the term of this Agreement; however, within thirty (30) days written notice from the Union, the committee will be reactivated.

15.04 Physical Examinations. For the continued protection of its employees, the Company retains its right to require any employee to submit to a physical examination at the Company's expense by a Company designated physician at any time or from time to time to determine the fitness of such employee to perform his duties in a safe and satisfactory manner. If requested the Company will explain to the employee the reason why he is being required to submit to a physical examination. The employee also retains the right to a second opinion at his expense.

If an individual is sent to a Company designated physician and that individual is currently under the care of their personal physician, the Employee Health Services Department will contact the individual's physician for details of treatment and recommendations pertaining to work status.

If an individual does not give proper authorization for the Company to obtain this information from his personal physician, determinations of the person's ability to perform duties in a safe and satisfactory manner will be made solely by the Employee Health Services Department and/or Company designated physician.

15.05 **On-the-Job Injury.** Any employee who is disabled by accidental injury arising out of or in the course of his employment shall be paid his regular straight time pay for his full scheduled day's work for the day on which the injury occurred. This employee will also be paid at his straight time hourly rate to a maximum of four hours for the hours spent in the doctor's office, clinic, or emergency room which exceeds his normal, scheduled day of work for the day on which the injury occurred.

An employee scheduled for a follow-up visit on a regular day off will receive two (2) hours straight time pay at his normal rate. This time will not count in the computation of overtime.

ARTICLE 16: UNION COMMITTEES

16.01 **Union Stewards.** The Company will recognize Union Stewards as designated by the Union. The Union may designate an alternate for each steward. The alternate shall function as the steward on those occasions when the regular steward is absent from the operations for a full shift.

16.02 **Union Negotiations and Grievance Committee.** The Company will recognize the Negotiation and Grievance Committee of the Union which shall consist of five (5) persons selected by the Union, one (1) of whom shall be the President of the Local or his designee. The purpose of this committee is to represent the Union in grievance meetings with the Company and in collective bargaining for purposes of negotiating a Labor Agreement, modification, alteration, or renewal thereof. The Committee may have the assistance of a designated International Representative in negotiations with the Company.

16.03 Union Miscellaneous. All stewards, alternates, and committeemen shall be non-probationary on the active payroll of the Company.

The Union will furnish a written list to the Manager Human Resources or his designated representative showing the names of all stewards, alternates, and committeemen and will keep the list current in writing. Only Union members whose names appear on this list will be recognized by the Company for any reason.

Grievance meetings shall be conducted at a mutually agreeable time with the understanding that normal plant operations will not be affected.

The time of members of the Negotiating and Grievance Committee, not exceeding six (6) who are engaged in mutually agreed upon grievance meetings with the Company, exclusive of arbitration hearings, or engaged in negotiating meetings with the Company on the question of extending, changing, or renewing an existing contract, who lose regularly scheduled work time thereby shall be counted as hours regularly worked (up to eight (8) hours per day or forty (40) hours per week while negotiating) and paid for accordingly.

16.04 Union Activity. The Union agrees that there shall be no solicitation of members or collection of dues, initiation fees, fines, or special assessments, or engaging in any other Union activities upon Company premises during working hours, except where such activities do not interfere with any employee's work. The Company shall permit a paid Union representative or designee up to 30 minutes for orientation of new employees of the benefits of the Union and acquaint them with the Union contract.

ARTICLE 17: LEAVES OF ABSENCE

17.01 Personal Leave. The Company may grant a personal leave of absence without pay to an employee provided:

(1) The absence of the employee will not interfere with the business and operational requirement of the Company.

(2) The Company considers the reason for the leave justifiable and the denial of such leave would cause undue hardship on the employee.

(3) A qualified replacement is immediately available.

(4) The leave is for a specified time not to exceed thirty (30) calendar days in duration. An extension of this leave up to an additional thirty (30) calendar days may be granted by mutual agreement between the Company and the Union.

(5) The employee requests, in writing, the leave at least one (1) week in advance of such leave unless there was no possibility that the employee had such prior knowledge of the necessity for the leave.

(6) In the event there was no possibility that the employee had such prior knowledge of the necessity for the leave, 1, 3 and 5 would not apply.

Any abuse or falsification of this provision by an employee shall subject that employee to disciplinary action.

17.02 Union Leave of Absence.

(1) The Company shall grant a Union leave of absence for a formal Union education

program without pay to an employee provided:

(a) The absence will not interfere with the business and operational requirement of the Company.

(b) A qualified replacement is immediately available.

(c) The Union requests the leave, in writing, at least one (1) week in advance of such leave.

It is further agreed that not more than six (6) employees shall be absent for more than fourteen (14) calendar days at any one time provided that the leave has been granted pursuant to the paragraph immediately above. No more than six (6) employees shall be granted Union leaves of absence which exceed a total of fourteen (14) calendar days in any one (1) calendar year, unless extended by the Company.

(2) An extended leave of absence for a period of two (2) years without pay, but with maintenance and accumulation of seniority, may be granted by the Company to an employee designated by the Union for the conducting of full-time Union business on behalf of the UFCW Local 1625 or for the UFCW International Union. Such leave of absence will be in writing and will be limited to a maximum of three (3) employees. The leave of absence may be extended up to an additional two (2) years if requested by the Union in writing and approved by the Company.

(3) A maximum of six (6) employees at any one time shall be granted leave without pay for the purpose of attending an International Union Convention for a period not to exceed fourteen (14)

calendar days in any one (1) calendar year, unless extended by the Company, provided the absence in management's opinion will not interfere with the business and operation of the Company.

17.03 Jury Duty. When an employee is summoned to and reports for jury duty, he shall be paid the difference between the daily amount received for jury service performed on a work day that he otherwise would have been scheduled to work and the amount that said employee would have received figured at the basic straight time rate of pay for his assigned job classification.

Such compensation shall be payable only if the employee:

(1) Notifies the Company not less than three (3) working days prior to the first day of absence for jury duty, and

(2) Presents a written statement from the appropriate court official showing the date and time served and the amount of payment received on each date.

(3) If the employee is scheduled to work the second or afternoon shift on the day he reports for jury duty and is dismissed by the court prior to 11:00 AM on that day, he will not be considered as having performed any jury duty on that day and consequently will be compensated for time actually worked on such shift. Employees released by 3:00 p.m. will be excused from working the first four hours of that work day's shift and will be paid the difference between the amount received from jury duty and 4 hours pay at the basic straight time hourly rate. Employees released from jury duty after 3:00 p.m. will be excused from the entire shift and paid the difference between the

amount received for jury duty and amount the employee would have received for working figured at the basic straight time hourly rate.

(4) If the employee is scheduled for the third or night shift and required to report for jury duty on the day on which such shift ends, he will be excused from such shift and will receive pay as provided for above.

(5) Time lost from work by virtue of such jury duty shall be counted as time worked for the purpose of computing overtime

17.04 Funeral Leave. In the case of the death of a member of the immediate family of an employee, the Company, when requested in advance, will grant a maximum of three (3) scheduled workdays paid funeral leave to be taken between the day of death and one day after the day of the funeral or Memorial Service. It is understood that such paid leave will not be granted in instances when the employee otherwise eligible does not attend the funeral. The employee must furnish acceptable written proof of the relative's death. Additional unpaid time may be granted.

Immediate Family. For the purpose of this section, "immediate family" shall include the employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-children, step-parents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents-in-law and Domestic Partner. Domestic partnership must be verified by:

1) Eligibility for Mosaic Benefits
   Or
2) License or Registration by the State or County of residence.

Rate Of Pay. The employee will not be entitled to funeral leave pay for any day falling within the funeral day leave of absence which is not a scheduled work day for the employee, or when the employee is absent from work due to vacation, holiday, injury, illness or leave of absence.

For each day of the approved funeral leave day of absence for which the employee is eligible to receive pay, he shall be paid for a regular scheduled shift at the basic straight time pay at the rate of his assigned job classification. The employee will not be eligible for any overtime which is scheduled during the period of such employee's funeral leave. Paid funeral leave will not be credited as hours worked in computing overtime or premium pay for the work week.

17.05 **Military Leave.** Employees who are active members of the National Guard or Military Reserve Units will be paid the difference between their basic hourly rate of pay and their military pay when they are involuntarily called to active duty. Such payment will be limited to a maximum of four (4) weeks annually.

17.06 **Sick Pay.** Employees will be provided two (2) paid sick days per calendar year.

ARTICLE 18: MISCELLANEOUS

18.01 **Employee Address and Telephone Number.** Failure on the part of the employee to keep the Company informed of his current address and his telephone number will relieve the Company of its responsibility of notification to the employee under any Article of this contract.

18.02 **Bulletin Boards.** The Union may use bulletin boards designated by the Company for the purpose of posting the following notices:

(1) Rules and regulations of the Union.

(2) Personnel of its committees and officers.

(3) Notices of time and place of regular and special Union and committee meetings, all social functions and entertainment sponsored by the Union and/or its International.

All Union matters to be posted on the bulletin board shall bear the signature of the designated representative of the Union. Any notices other than specified above as may be agreed upon by the Union and the management shall be initialed by the Manager Human Resources or his designated representative.

The Company will not sanction the posting by employees of notices, pamphlets, advertising or political matter.

18.03 Work by Supervisor. It is recognized that the duties of a supervisor are as the designation implies, largely of a supervisory nature. Accordingly, supervisors shall not normally perform manual labor, such as that performed by the employees as herein defined except: for emergency purpose, in the instruction and training of workers, work of an experimental nature, start-up operations, to protect Company property and/or to insure the safety of employees.

18.04 Protective Equipment. The Company will provide protective clothing and equipment for all employees as follows:

(1) The Company will furnish without cost to employees, special safety and protective equipment when the wearing of such equipment is required by the Company due to the nature of the work.

(2) The Company will furnish each employee with one pair of safety glasses. Safety glasses with lenses ground to prescription will be furnished at no cost to the employee provided such employee

furnishes his own prescription and fitting fee. If an employee's prescription changes to the extent that his present prescription glasses are no longer adequate then the Company will furnish a replacement pair of prescription glasses provided the employee again pays for the cost of the prescription and fitting fee. The Company will replace prescription safety glasses if they are broken or damaged in the course of employment and it can be verified. Safety glasses lost or not turned in at termination of employment must be paid for at that time, except when the employment of an employee having prescription ground lenses in his safety glasses is terminated, such employee will be allowed to keep such prescription glasses.

(3) The Company will furnish each employee with a safety hat.

(4) The Company will annually and as needed provide employees with safety boots from the approved vendors with management approval.

The receipt of any equipment listed in (1) and (3) above will be acknowledged by the employees at the time it is issued. Replacement of the articles mentioned in (1) and (3) above will be made provided the old and worn articles are returned, otherwise the employee will have to pay for replacements. Where the employee is responsible for damage or loss to these protective devices he will be responsible for the total cost of repair or replacement. Any equipment furnished at no cost to the employee as provided above must be returned when an employee is laid off or terminated. If such equipment is not returned the employee will be charged with the cost of the equipment not returned.

ARTICLE 19: CONTRACT MAINTENANCE

19.01 The Company reserves the right to contract out all construction and any maintenance or repair work. This right will not in any way be limited or infringed upon directly or indirectly by the recognition clause; the seniority provision; the overtime distributions, or any other provisions of this Agreement.

The Company will not lay off employees for the express purpose of contracting out work in the Electrical/Instrumentation Shop, or in Plant Maintenance.

ARTICLE 20: COMPLETE AGREEMENT

20.01 The parties acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, it is agreed that this Agreement contains the complete understanding between the parties for the term of this contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing. Any agreements, amendments or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and signed by both parties.

ARTICLE 21: LEGALITY OF PROVISIONS

21.01 Should any provision, part of a provision or provisions, of this Agreement, or any application thereof, become unlawful by virtue of any Federal

or State law, or Executive Order of the President of the United States or Governor of the State of Florida pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life hereof.

UNITED FOOD AND CHEMICAL
WORKERS UNION, LOCAL 1625

Edward Chambers, President

Richard Kistler, Vice President

Randy Tribble, Committee Member

Todd Cook, Committee Member

Robert Smith, Committee Member

John Hosegood, Committee Member

Michael McBride, Committee Member

MOSAIC FERTILIZER, LLC
CONCENTRATES OPERATIONS

Joe Wolf, VP Concentrates North America

Crystal Bryant, Sr Mgr Human Resources

J.R. Lively, Labor & Employee Relations Mgr

Eric Shryock, Mgr Human Resources

Darren Morrison, Sr Mgr Operations

Nick Ferlita, Sr Mgr Operations

Heather Neumann, HR Generalist

Long Term Disability: Company-provided Core Union LTD benefit of 40% base wage with voluntary "buy-up" option for an additional 20% base wages. Employees will be automatically enrolled in the 60% coverage and pre-existing conditions will be covered during the initial enrollment period. Associated benefits (medical, life, dental, vision) will end after 24 months while on approved Short-Term Disability and Core Union LTD benefit. Employee and dependents will be eligible for COBRA coverage after the 24-month leave period and employment will terminate. The Company will continue to honor seniority rights per the contract if able to return to work.

Retiree Medical Program: The Retiree Medical Program will be eliminated for all current bargaining unit employees.

Short Term Disability (Accident and Sickness Plan): Employees will pay healthcare premiums at active employee rates while on STD status. Effective A&S benefits for term of contract:

The Company will provide employees sixty-two (62) percent of their base straight time pay based on a 40 hour payroll week for their own short-term personal illness or injury subject to approval.

Health and Dental Plans - January 1, 2023, Rates:

Bargaining unit employees will be offered the same health care and dental plans, options, coverage's, and employee premium costs as the salaried employees of the New Wales Mosaic Fertilizer, LLC facility, subject to change in January each year.

Retirement Plan:

The Defined Benefit Pension Plan: Pension benefit was frozen at $36 effective December 31, 2007.

Defined Contribution Retirement Plan (DCRP):

a. Contributions of 3.0 % of employee eligible earnings – less than 20 years recognized service.
b. Contributions of 3.5% of employee eligible earnings – 20 or more years of recognized service.
c. 401(k) – Effective January 1, 2017, the Company will match $0.50 per $1.00 contributed up to 9%; maximum contribution per year by Company is as follows:
Effective January 1, 2020: $4,000
d. All new hires after December 31, 2007, will be in the DCRP.
e. Employees hired after 9/30/2013 will have their auto-enrollment percentage in 401K increase from 3% to 6%.

Position Upgrade/Miscellaneous:

- Meal allowances were eliminated and included with additional compensation being added to wage offer effective September 28, 2010.
- Stacker/Reclaimer upgrade to Paygrade 05 effective 10/4/2010.
- Sulfur Melter Operator upgrade to Paygrade 04 effective 10/02/2017.
- Crane Operator upgrade to Paygrade 02 effective 10/02/2017.

General Wage Increases:

- 2022 Increase 4% across the board
- 2023 Increase 3% across the board
- 2024 Increase 2.5% across the board
- 2025 Increase 2.5% across the board

Additional DCRP Contribution Opportunity

Defined Contribution Upside	2022	2023	2024	2025
"Upside" – Safety DCRP Contribution	0.5%	0.5%	0.5%	0.5%
"Upside" – Production/Cost DCRP Contribution	0.5%	0.5%	0.5%	0.5%

Upside increases based upon metrics derived from communicated corporate statements to analysts. Annual Division Operating Earnings must be met prior to upside DCRP contribution payments. In the event the Divisional Operating Earnings or Upside metrics are not earned, the Company may, in its sole discretion, make an additional DCRP contribution up to 1%.

New Wales/South Pierce
Job Classifications and Wage Scale

CLASSIFICATION	9/29/2022	9/25/2023	9/30/2024	9/29/2025
PAYGRADE 1A:	$36.87	$37.97	$38.92	$39.90
Electrical/Instrument Technician				
PAYGRADE 01:	$35.34	$36.40	$37.31	$38.24
Electrical/Mechanical Technician				
PAYGRADE 02:	$34.00	$35.02	$35.89	$36.79
Electrical Mechanical Trainee				
PSM ERT Tech				
Crane Operator				
PAYGRADE 03A:	$33.84	$34.86	$35.73	$36.62
Chief Process Opr Workflow				
Chief Process Operator Sulfuric				
Chief Process Operator Phos Acid				
Chief Process Operator Dry Product Units				
PAYGRADE 03:	$33.47	$34.47	$35.33	$36.22
Chief Process Operator Material Handling				
Chief Process Operator Ball Mill				
Mechanic				
Area Safety Chair				
Safety Tech				
EI Apprentice IV				
PAYGRADE 04:	$32.17	$33.13	$33.96	$34.81
Maintenance Apprentice IV				
EI Apprentice III				
Sulfur Melter Process Operator				
PAYGRADE 05A:	$31.17	$32.10	$32.91	$33.73
Workflow Operator				
Process Operator Sulfuric				
Process Operator Phos Acid				
Process Operator Dry Products				
Process Operator Material Handling				
PAYGRADE 05:	$29.74	$30.64	$31.40	$32.19
Liming Station Operator				
Locomotive Engineer				
Locomotive Switchman				
Maintenance Apprentice III				
Sulfur Loader/Unloader				
EI Apprentice II				
PAYGRADE 06:	$26.95	$27.75	$28.45	$29.16
Carloader				
Silica Unloader				
Maintenance Apprentice II				
Payloader Operator Material Handling				
Trucker				
EI Apprentice I				

New Wales/South Pierce
Job Classifications and Wage Scale

CLASSIFICATION	9/29/2022	9/25/2023	9/30/2024	9/29/2025
PAYGRADE 07:	$23.48	$24.19	$24.79	$25.41
Operator Trainee				
Maintenance Trainee I				
Dry Products Equipment Operator				
PAYGRADE 08:	$21.10	$21.73	$22.28	$22.83
Laborer II				
PAYGRADE 09:	$18.72	$19.28	$19.76	$20.26
Laborer I				

September 23, 2001
Negotiating & Grievance Committee
Local 1625
United Food and Commercial Workers Union

Gentlemen:

In view of the fact that the Company, has, by our basic labor agreement, reserved to itself the determination of what work shall be contracted out, and in view of the fact that such determination is not subject to the grievance and arbitration procedures, you have requested that the Company state its intent and policy which it proposes to follow in contracting out work during the term of the basic labor agreement.

The Company intent and policy with respect to contracting out of work can be stated as follows:

> Normal maintenance repair work will not be performed by employees of a contractor if bargaining unit employees who are qualified to perform the available maintenance work are on lay-off and readily available for recall, except where the maintenance work is of such nature that awaiting the return of the laid-off employees would delay the work.
>
> Regarding all other work which is ordinarily performed by regular employees under the Agreement, it shall be the policy of the Company not to let to an independent contractor or contractors work unless such work cannot be performed as economically or as promptly within the time limits required by Management by regular employees with the existing equipment, skills and facilities as by such outside contractor or contractors.

We trust that this will fully express the Company's intent in this regard and will prevent misunderstanding arising as to such policy and intent.

Sincerely,

R. J. Krakowski
Vice President and
General Manager

This will outline the **Company's intent on several items which were discussed during previous contract negotiations**. The Company agrees:

1. That if an employee works 16 hours or more in a twenty-four (24) hour period and is sent home by the Company, thereby losing the opportunity to work his regularly scheduled shift, then such lost time will count toward overtime calculations in that payroll week. This will not apply if equivalent hours are made available to the affected employee and the employee will not be paid for the time not worked.

2. That the intent of the new Laborer rate (Paygrade 9) is as follows:

   a. Any Laborer who bids laterally to another Laborer position will retain their paygrade.

   b. Employees hired prior to 9/20/95:

   . Who involuntarily (via roll or disqualification) return to the Laborer position will return to the Paygrade 8 rate.

   . Will be allowed one (1) voluntary bid back to the Paygrade 8 rate.

   c. Employees hired after 9/20/95:

   . Will always be at the Paygrade 9 rate while as Laborers.

3. That it is the Company's intent where practical to train the more senior employees for promotion to higher rated jobs in the same department.

4. When a vacancy is to be filled via a step-up from a lower classification, overtime will not be created in any lower classification as a result of that step-up.

5. **Plant Maintenance Preference System**: The purpose of this system is to allow the most senior Plant Maintenance Mechanic / Combination Electrical & Instrumentation to fill a permanent opening within the Plant Maintenance Department that Management chooses to fill. This system will operate in the following manner:

a. Crew levels will be determined by Maintenance Management.

b. Individual crew preferences will be filed with the Human Resources Department, with updating not more than once every six (6) months.

c. The original opening will be filled by the most senior Plant Mechanic / Combination Electrical & Instrumentation from the preference list for that area. No more than five moves will be allowed as a result of a single opening for Maintenance Mechanic and three moves for Combination Electrical & Instrumentation.

d. Acceptance or refusal of a move will disallow the Mechanic / Combination Electrical & Instrumentation from further moves for a period of six months.

e. No more than six preferences will be allowed for each Mechanic and two preferences for Combination Electrical & Instrumentation.

This system does not preclude Management's right to transfer Plant Maintenance Mechanics / Combination Electrical & Instrumentation temporarily between crews or plants. The transfer may be for the duration of the temporary condition. After the temporary job ends, all

temporary Mechanics / Combination Electrical & Instrumentation will return to their former crews.

f. Crews included in this system:

New Wales Mechanic	**South Pierce Mechanic**	**Electrical/Instrumentation**
Sulfuric	Sulfuric	South Pierce
Rock		Sulfuric/TG/Utilities
Phos Acid		Phos Acid/Clarif/Rock
Granular/Shipping/AFI		Granular/Shipping
Shift		Infrastructure
		AFI/Feeds Shipping
		Shift

6. That overtime will be assigned in the Maintenance Department utilizing the following guidelines:

a. Overtime is necessary on the part of all employees from time to time.

b. Normally scheduled and hold-over overtime within an area will be assigned to that area. In the event employees are needed for completion of the work, the employee(s) performing the work will be required to stay beyond their scheduled shift if the estimation of job completion is no more than 3 hours.

c. Supervisors will give realistic and liberal consideration to an employee's reason for not wanting an overtime assignment. Individual employees will inform their supervisors at the beginning of their shifts of their requests to be excused.

d. As a general practice, it is better to assign available overtime to the employee having the least amount of overtime. Yet, there may be instances when this may be impractical.

e. For call-out overtime and for additional manpower requirements in any area, a daily plant-wide overtime list will be made available on which employees will indicate their availability for the following 24-hour period.

f. On Fridays, employees will indicate their availability for weekend overtime as well. The same will apply to holidays.

g. Employees who have indicated their availability have obligated themselves to perform such work as may be required. It is understood, however, that overtime in an employee's own area takes precedence over overtime in another area.

h. If manpower requirements exceed the number who have made themselves available, the additional requirements will be filled on a mandatory basis by those employees who have the least overtime.

i. Emergency call-out overtime will continue to be assigned on a plant-wide basis; however, a call-out crew can include one or more Mechanics from the area in which the emergency exists.

7. If an employee is returned to work after a disability leave of absence and the job he formally held has been abolished or its content changed, the employee may displace an employee according to the rolling procedure in Section 8.04.

Nothing in this agreement changes the Company's basic philosophy that overtime must only be distributed as equitably as is reasonably practical and that there may be reasons why the employee who is lowest in overtime standing may not be utilized.

This agreement takes into consideration all prior past practices and letters of intent. Any others which may have existed from time to time are now considered null and void.